

LAW OFFICES
GERST, HEFFNER, CARPENTER & PRECUP
SUITE 1107
1700 K STREET, N W
WASHINGTON, D C 20006
(202) 659-0026
TELECOPIER (202) 293-3319

MARY TODD CARPENTER
ERIC D GERST, P C
JOHN D HEFFNER
RONALD G PRECUP
—
GEOFFREY N ZEH
COUNSEL

PHILADELPHIA OFFICE
SUITE 528 PHILADELPHIA BOURSE
21 SOUTH FIFTH STREET
PHILADELPHIA, PA 19106
(215) 592-8182

3-260A025

BY HAND

September 17, 1993

SEP 17 1993 - 2:16 PM
INTERSTATE COMMERCE COMMISSION

LICENSING BRANCH

RECEIVED
OFFICE OF THE
SECRETARY
SEP 17 2 07 PM '93

Ms. Mildred R. Lee
Equipment Recordation Office
Room 2303
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Lee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) is one executed original copy of a Bill of Sale and accompanying Full Release both dated August 13, 1993, a secondary document as defined in the Commission's Rules for Recordation of Documents under 49 CFR 1177. The release terminates a locomotive lease between National Railway Equipment Co., as assignee of Chrome Locomotive, Inc. (lessor), and Florida West Coast Railroad (lessee) executed as of January 1, 1988, and recorded with the Commission on September 7, 1990, under recordation number 16994. The Bill of Sale conveys ownership in the locomotives from National Railway Equipment Co. to Florida West Coast Railroad.

The names and addresses of the parties to the enclosed document are:

Lessee: Florida West Coast Railroad
104 Northwest Lancaster Street
Trenton, FL 32693

Lessor: National Railway Equipment Co.
14400 S. Robey Street
P.O. Box 2270
Dixmoor, IL 60426

A description of the railroad equipment covered by the enclosed document is attached to the Bill of Sale as Exhibit A.

Ms. Mildred R. Lee
September 17, 1993
Page 2

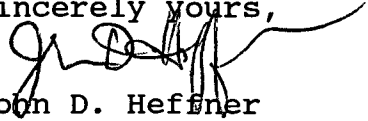
Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Please stamp and return for our files the copy of the transmittal letter and the xerox copy marked "stamp and return."

A short summary of the enclosed secondary document to appear in the Commission's index is:

Bill of Sale and Full Release dated August 13, 1993, between Florida West Coast Railroad, Lessee, and National Railway Equipment Co. covering certain railroad locomotives as set forth in Exhibit A attached thereto.

Sincerely yours,



John D. Heffner

Enclosures

cc: Clyde S. Forbes
Pat Frangella

Interstate Commerce Commission
Washington, D.C. 20423

9/17/93

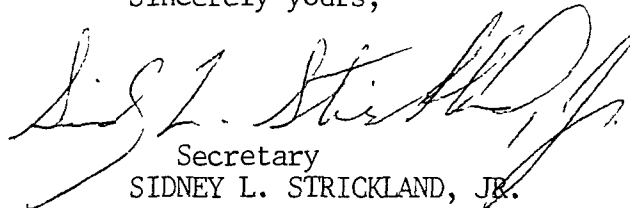
OFFICE OF THE SECRETARY

John D. Heffner
Gerst, Heffner, Carpenter & Precup
1700 K St N.W., Suite 1107
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on 9/17/93 at 2:15pm, and assigned
recordation number(s). 16994-B

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

16994-B
RECEIVED BY FILED 1993

SEP 17 1993 -2:15 PM

INTERSTATE COMMERCE COMMISSION

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is made this 13th day of August, 1993 by NATIONAL RAILWAY EQUIPMENT COMPANY, ("Seller") in favor of Florida West Coast Railroad ("Buyer").

R E C I T A L S

For good and valuable consideration, the adequacy and receipt of which is acknowledged by Seller, Seller desires to give this Bill of Sale for the purpose of effecting the purchase and sale of the locomotives as more particularly described in Exhibit A attached hereto (the "Locomotives").

SELLER AGREES AS FOLLOWS:

1. Sale of Equipment. Seller does hereby sell, convey, assign and transfer to Buyer its affiliates, successors and assigns the Locomotives. The Locomotives are sold "as is, where is, in serviceable condition and in compliance with AAR and FRA interchange rules." Seller hereby sells, assigns and transfers to Buyer all such rights and benefits as Seller may now or hereafter have under any warranty, guarantee or indemnity with respect to the Locomotives against any manufacturer or supplier thereof or any part thereof, on any contractor or subcontractor or any such manufacturer or supplier.

2. Statement of Ownership. Seller states that it is the lawful owner of the Locomotives and the Locomotives, to the Seller's knowledge, are free and clear of all claims, liens, encumbrances, security interests and rights of third parties of any nature whatsoever arising by or through Seller and Seller has the right to sell the same; provided, however, that the Seller has not examined the records of the Interstate Commerce Commission at or since the time of its acquisition. Seller warrants that it has not granted any security interest to any person and has no knowledge of any filings or recordings with respect to the locomotives since the time it acquired title.

Seller represents and warrants that it is not required to comply with any bulk sales or similar laws with respect to the sale of the Locomotives.

3. Indemnity. Seller will warrant and defend title to the Locomotives against all and every person and persons whomsoever claiming or laying claim to the same as an agent or assign of Seller.

Seller hereby agrees to indemnify Buyer and hold it harmless from and against any and all loss, cost, damage or expense (including reasonable attorneys fees) it may suffer as a result of any claims, demands, suits, actions, causes of action, recoveries or judgments arising out of any claim of title to the Locomotives or any lien thereon made by any person laying claim as an agent or assign of Seller.

4. No Rights in Third Party. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person other than parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

5. Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by its officer thereunto duly authorized on the day and year first above written.

NATIONAL RAILWAY EQUIPMENT COMPANY

a Illinois corporation

By: 

Title: Vice President

ATTEST:

By: 

Title: Asst. Secretary



EXHIBIT A

<u>Unit Road Number</u>	<u>Type</u>	<u>General Description</u>
1353	EMD GP18	1800 H.P. Locomotive
1337	EMD GP18	1800 H.P. Locomotive

FULL RELEASE

NATIONAL RAILWAY EQUIPMENT CO. (Secured Party), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby releases its security interest, in, to and under that certain Locomotive Lease Agreement with Florida West Coast Railroad (Lessee) executed as of January 1, 1988 recorded with the Interstate Commerce Commission September 7, 1990, under Recordation No. 16994, and terminates, releases and discharges any and all rights, security collateral thereunder, hereby terminating the aforesaid Locomotive Lease Agreement, and specifically releasing all and any interests the Secured Party may otherwise have in the following locomotive units:

<u>Unit No.</u>	<u>Type</u>	<u>General Description</u>
1353	EMD GP18	1800 H.P. Locomotive
1337	EMD GP18	1800 H.P. Locomotive

Executed this 13th day of August, 1993

NATIONAL RAILWAY EQUIPMENT CO.

BY: 

ITS: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ Will)

BEFORE ME, the undersigned notary, on this day personally appeared Patrick C. Giangella, to me personally known who, being by me duly sworn, says that he is the Vice President of National Railway Equipment Co. (Company), that the above Full Release was signed on behalf of said company by authority of its Board of Directors and he acknowledged the execution of the foregoing Full Release as the free act and deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of August, 1993.

[SEAL]



Debora L. Radtke
NOTARY PUBLIC

My Commission Expires:

April 18, 1997